

STETSON UNIVERSITY
LECTURER / GUEST SPEAKER

THIS AGREEMENT made and entered into this _____ day of _____, by and between STETSON UNIVERSITY, INC., a Florida non-profit corporation, hereinafter referred to as "Stetson", and _____, **the Lecturer/Guest Speaker performing services as an independent contractor**, whose Social Security Number or Federal I.D. Number is _____, hereinafter referred to as "IC" and whereas Stetson desires the professional services of IC and IC is desirous of furnishing the services described herein upon the terms and conditions set forth in this agreement.

NOW THEREFORE, the parties hereto in consideration of the sums to be paid, together with the mutual promises, terms and provisions of this agreement, do hereby covenant and agree with each other as follows:

1. That IC will render for the use and benefit of Stetson, the following described professional services in accordance with the terms and provisions of this agreement, more particularly described in Exhibit 1, which is hereby made a part of this contract.
2. In further consideration of the professional services to be performed by IC as stated herein, Stetson agrees to pay IC under the terms outlined in Exhibit 2, hereby made a part of this contract.
3. IC agrees that it will be solely liable for and promptly pay any and all payroll taxes, self employment tax, withholding, Social Security, permits, licenses for itself and agrees that IC will hold Stetson harmless and indemnify it from any causes of action resulting from the conduct of IC.
 - A. The parties further expressly agree that neither Federal, State nor Local Taxes of any kind shall be withheld or paid by Stetson on behalf of IC and IC shall not be treated as any employee of Stetson with respect to the services performed hereunder for Federal or State Tax purposes.
 - B. IC acknowledges and understand that IC is responsible to pay according to law, IC's income tax and in the event IC is not a corporation, IC may be liable for self employment and other such taxes to be paid by IC according to law.
4. Stetson shall not be liable to IC for any expenses paid or incurred by IC unless otherwise agreed in writing, including traveling expense, equipment, tools, materials, and/or supplies of any type, except where the parties have mutually agreed in writing as stated in Exhibit 2.
5. The parties acknowledge that IC is engaged in IC's own independently established business and IC is not eligible and shall not participate in any employee pension held or other fringe benefit plan of Stetson.
6. No Workers Compensation Insurance or Unemployment Compensation Insurance shall be provided by Stetson concerning IC and IC shall comply with all such requirements and shall provide to Stetson a certificate of IC's obligation to pay for any and all Workers Compensation and Unemployment Compensation Insurance if applicable.
7. IC declares that IC has complied with all Federal, State and Local laws regarding business permits, certificates, or licenses that may be required to perform and carry out the work to be performed under this agreement.

8. In further consideration, IC agrees to indemnify and hold harmless Stetson, its Board of Trustees, Officers, Staff, Employees, and Agents and all others affiliated with Stetson from any actions, claims, causes of action brought against Stetson and the aforementioned by any persons, firms or corporations as a result of IC's actions and/or activities as described herein above, and agrees to assume all liability, including products liability, jointly and severally, for any injuries or damages that IC may cause to any persons during IC's visit to campus and/or while IC is engaged in the activities described herein.
9. This agreement shall not to extend beyond one year of the contract date.
10. That this contract shall be construed and interpreted in accordance with the Laws of the State of Florida, and in the event of any legal action initiated or filed by either of the parties hereto, that the venue of said cause of action will be Volusia County, Florida.
11. This agreement, along with the terms, requirements, instructions, requests and payment terms shown in "Exhibit A" hereto attached, expresses the entire understanding and agreement between the parties here to and replaces any and all prior agreements and understandings. No alterations or variations to the terms of this agreement shall be valid unless made in writing and signed by all parties hereto, and no oral understandings or agreements not incorporated herein shall be binding on any parties hereto. If any terms of this agreement conflict with the terms shown in Exhibit A, the terms of this agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have authorized their official representatives to execute this document in such counterparts as deemed appropriate and on the date as shown hereinabove.

Date: _____

Date: _____

Signature of Finance Office Representative

Signature for Lecturer/ Guest Speaker

Name: _____

Title: _____

Title: _____

Printed Name:

STETSON UNIVERSITY, INC.

421 N Woodland Blvd- Unit 8318
 Deland, FL 32723

Address:

Email: _____

Requesting Dept: _____ Contact Name _____

Unit Number: _____ Phone: _____

Email: _____

NOTE: Please do not alter or cross out the terms of this agreement. - Add note to attached Addendum for any special modification requests. **Agreements should be submitted at least 2 weeks prior to commencement of services to allow for approval process.**

(Rev 11-11)

EXHIBIT 1

Name of Guest Speaker/Lecturer: _____

Services to be rendered:

The following described professional services to be rendered include but are not limited to:
(Describe specific services to be performed for compensation)

(if additional space is needed, or to add special requests, please include in the following Addendum page- See Exhibit A)

Check here if Addendum page is being used _____

EXHIBIT 2

Payment Consideration: Check Here if Payment Agreement is on Addendum Page/Exhibit A: _____

Corresponding with the services rendered as described above, the information below serves as IC's Invoice and agreed upon payment for services as follows:

Date(s) of Services: _____

One Pay/ Lump Sum: _____

Amount per Service Hours: _____

Amount per Day: _____ Amount per Week: _____ Amount per Month _____

Amount per each service as follows:

Service: _____ Fee: _____

Service: _____ Fee: _____

Other Type of Payment Structure: _____

Note to Dept: Please complete the agreement and submit to Guest speaker/Lecturer for signature along with the W-9/Vendor Form at Finance Office website: <http://www.stetson.edu/administration/finance/forms.php>
Upon return from Guest Speaker, please forward all forms to Nita Ellis in the Finance Office for final signature. Copy of executed forms will be returned to you. Please send a copy to Guest Speaker and keep copy for your files.
For Payments: Send check requisition to Accounts Payable, noting that the contract was completed and on file.

Contact Info: Finance Office- Unit 8318 / Email: nellis@stetson.edu / Phone: 386-822-7023

EXHIBIT “A”

Addendum or Additional Terms to Agreement